

**REQUEST FOR PROPOSALS (RFP)
MANAGEMENT SERVICES FOR THE
DISABILITY ENTITLEMENT ELIGIBILITY PROGRAM**

**FIA/DEEP 09-001-S
AMENDMENT # 2
March 4, 2009**

Prospective Offerors:

This Amendment is being issued to amend and clarify certain information in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The changes are listed below; new language has been doubled underlined and marked in bold (i.e., **word**), and language that has been deleted has been marked with a strikeout (i.e., ~~word~~.)

1. Revise Section 3.4.8. D.2 Intellectual Property

Title to the above Intellectual Property vests with the State. The Contractor shall be responsible for the protection and preservation of the Department's intellectual property, so as to assure its full availability and usefulness for the performance of the Contract. Title to all Intellectual Property furnished by the Department shall remain with the Department. **All Intellectual Property developed exclusively in the course of this project, as "work for hire" shall become the property of the State. Nothing herein shall be interpreted as entitling the State to pre-existing Contractor materials.** This will be discussed at the post-award conference (see Sections 3.5 and 3.8).

2. Revise Section 3.4.9.C.1 Contractor Inventories, Intellectual Property

With reference to Section 2.18 the Contractor shall, within 10 days after the beginning of this Contract, initiate and maintain a written and electronic inventory of intellectual property developed as a result of any Contract awarded by this solicitation. **All Intellectual Property developed exclusively in the course of this project, as "work for hire" shall become the property of the State. Nothing herein shall be interpreted as entitling the State to pre-existing Contractor materials.** Such inventory shall include, but is not limited to: software, database applications, computer programs, manuals, or any other intellectual property produced in the completion of the Deliverables of this Contract. Said inventory shall be sufficiently documented to permit reproduction of inventory items, especially database applications or computer programs, by trained State personnel.

3. Revise Section 4.3.C.14.a. Contractor Requirements, State Supplied Services

Describe in detail how the Offeror proposes complying with, incorporating and utilizing, as appropriate, the following State Supplied Services and Facilities –

- 1) Automated Systems Access;
- 2) Furniture and Equipment;
- 3) Computer Equipment and Software;
- 4) Intellectual Property;
- 5) State Forms;
- 6) ~~State Services to Outreach Staff, and~~
- 7) Policies, Procedures and Training.

4. Revise Section 3.4.8.B.4 State Supplied Services, Furniture and Equipment

Title to all property furnished by the Department shall remain in the Department. Title to all property acquired by the Contractor at a cost of over Five Hundred Dollars (\$500.00) including purchase by lease-purchase agreement ~~for the cost at which the Contractor will be reimbursed under the Contract~~ shall immediately vest in the Department upon (1) issuance for use of such property in the performance of the Contract, ~~or (2) reimbursement of the cost thereof by the Department, whichever occurs first.~~

Should you require clarification of the information provided in this Amendment, please contact me via email at esinglet@dhr.state.md.us or by telephone at (410) 767-7525 as soon as possible. Thank you.

Date Issued: March 4, 2009

By:

Elsa Singleton
Procurement Officer

